

Pendulum Legal
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March 14, 2025

District Judge Arun Subramanian
United States District Court
Southern District of New York
500 Pearl Street, Courtroom 15A
New York, NY 10007

RE: BRUCE CAMERON DAVIDSON v. BLANKENSHIP DRY GOODS, LLC
Case Number: 1:24-cv-07544

Dear Judge Subramanian,

Pendulum Legal P.C. hereby prays this Honorable Court to be relieved from counsel on the record for BLANKENSHIP SRY GOODS, LLC.

Pendulum Legal P.C. reiterates the full contents and orders requested of Document No. 34, its Notice of Motion to Withdraw and refers to the court order contained in [Document No. 35](#).

It is respectfully submitted, that it is not possible for Pendulum Legal P.C. to remain on the record for the Defendant, regardless of the time period in which they expect to obtain substitute counsel, for the following reasons (that are non-exhaustive):

1. From March 6, 2025, Blankenship Dry Goods, LLC, has refused all verbal communication from our firm (from both my partner Gary Abrams and myself), without proper grounds. If it is necessary, to support this submission the court can consider the following communications in camera:
 - i. Email from Blankenship on March 6, 2025, at 6:11pm.
 - ii. Email from Pendulum to Blankenship on March 11, 2025, at 10:42am.
 - iii. Email from Pendulum to Blankenship on March 11, 2025, at 11:40am.
 - iv. Email from Pendulum to Blankenship on March 11, 2025, at 1:36pm.
 - v. Email from Pendulum to Blankenship on March 12, 2025, at 1:14pm.
 - vi. Email from Pendulum to Blankenship on March 12, 2025, at 1:29pm.
 - vii. Email from Pendulum to Srip Law on March 12, 2025, at 4:15pm.
 - viii. Email from Pendulum to Blankenship on March 12, 2025, at 4:29pm.
 - ix. Email from Pendulum to Blankenship on March 12, 2025, at 8:34pm.

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2. The restriction to communication with Blankenship through email only, is abusive. Blankenship, through email communication, does not process information from our firm in a reasonable manner, and in a desperate attempt to reach resolution on an issue, the firm is forced into answering one-line questions over long email chains, which span hours of unpaid work. A primary example is the information related to the Motion to Withdraw in Document No. 34 and its supporting Affirmation and Affidavit. To come to an understanding in relation to this Motion with Blankenship it took over fifty-four (54) emails that involved almost a full day of unpaid work. If it is necessary, we request these emails be viewed in camera.
3. Blankenship Dry Goods, LLC, does not accept legal advice from Pendulum Legal P.C. On March 6, 2025, Pendulum was instructed to make an offer of compromise to the Plaintiff. Blankenship would not accept Pendulum's legal advice in relation to the range of outcomes as a result of making the offer, the Rule 11 Motion that has been served, and the next stages of the proceedings. In complete ignorance of Pendulum Legal's advice, Blankenship maintained its position that the offer on March 6, 2025, would be the final stage of the proceedings, regardless of the initial advice given by Pendulum Legal of the full litigation process, and the range of outcomes if the offer is not accepted (and it was obviously not accepted by the Plaintiff). To support this submission if it is necessary the court can view in camera the email from Blankenship to Pendulum on March 6, 2025, at 2:44pm, where Blankenship maintains its position that the offer extended on March 6, 2025, are to be the 'final hours'.

Prior to March 6, 2025, it has been a challenging task to properly advise Blankenship, and prepare them for all stages of litigation, and all possible outcomes, where verbal communication was permitted. It has involved Blankenship giving abrupt orders verbally that conflict with our obligations as attorneys, and we have had to fight to explain to Blankenship why it is not possible for us to conduct their orders, in order to continue in the case. It became increasingly evident to us that it is most likely Blankenship engaged the firm to function as a mere mouthpiece for their company where the intentions of Blankenship are communicated on a need-to-know basis. Respectfully, Pendulum Legal can only remain on the record for clients who are recipients of its experienced and sophisticated legal advice.

4. Non-payment of Legal Fees. After the offer on March 6, 2025, that the Defendant maintained are to be the "final hours", Blankenship has refused to pay the firm any legal fees to remain on the record and/or for any future steps of the litigation. Respectfully, Pendulum cannot remain on the record where we are receiving no income from the Defendant to carry out our professional obligations in remaining on the record. The firm

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has already given substantial time that has been unpaid work when the Defendant decided to unilaterally end its case on March 6, 2025.

5. The reasons consented to in the Motion to Withdraw contained in Document No. 34 are also still maintained.
6. On March 11, 2025, Pendulum Legal gave Blankenship an opportunity to address the above issues and permit verbal communication again for us to assist them to seek an expeditious resolution to their case, and they were put on notice that if we did not receive a response by the end of March 12, 2025, we would file this Letter Motion. Obviously, we did not receive a response from Blankenship.

In relation to delay of proceedings, the discovery in the case is yet to occur, and the service of full discovery requests has not yet occurred. Temporarily staying the proceedings at this early stage may not affect the deadlines ordered in Pre Trial Conference Order 6, depending on when Blankenship anticipates they will engage a substitute attorney.

We confirm this letter motion has been served via email to Blankenship Dry Goods, LLC, contained in the Exhibit annexed hereto as **Exhibit "A."**

PENDULUM LEGAL P.C. prays this Honorable Court to be relieved from the record for Blankenship Dry Goods, LLC, and for such other and further relief as to this Court deems just and proper in the premises.

Sincerely,



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The motion to withdraw as attorney is GRANTED and the case is stayed for 30 days to allow Blankenship to obtain new counsel. **Blankenship is reminded that a corporation cannot proceed unrepresented.** If counsel does not appear for Blankenship after 30 days, then plaintiff may proceed through the required steps for a default judgment. **Blankenship should take immediate steps to avoid the risk of a default judgment against them.** Counsel is directed to send Blankenship this order. The Clerk of Court is respectfully directed to terminate the motion at ECF No. 36.

SO ORDERED.



Arun Subramanian, U.S.D.J.
Date: March 14, 2025

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